RightFax 9/11/2009 3:33 PAGE 009/022 Fax Server

USPTO

9/11/2009 10:25:18 AM

3/016

PAGE

Fax Server

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

09/08/2009 900142751

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveyency to read security interest and not assignment previously recorded on Reel 003867 Frame 0745. Assignor(s) hereby confirms the Security Agreement.

CONVEYING PARTY DATA-

Name	Formerly	Execution Date	Entity Type
IBANK OF AMERICA	FORMERLY LASALLE BANK N.A.A	09/20/2008	CORPORATION:
STIR CRAZY, INC.	· · · · · · -	09/20/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	LASALLE BANK N.A.
Doing Business As:	DBA BANK OF AMERICA
Street Address:	231 SOUTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60607
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	75337896	STIR CRAZY
Serial Number:	76131603	THE FRESHEST IDEA IN ASIAN CUISINE
Serial Number:	77322380	STIR CRAZY

CORRESPONDENCE DATA

Fax Number:

(312)876-6250

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

120 S. Riverside Plaza

Email:

simahon@amstein.com

Correspondent Name: Address Line 1:

Joel Hurwitz

Address Line 1.

Suite 1200

Address Line 4:

Chicago, ILLINOIS 60606

RightFax 9/11/2009 3:33 PAGE 010/022 Fax Server

USPTO

9/11/2009 10:25:18 AM

PAGE

4/016 Fax Server

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA

ATTORNEY DOCKET NUMBER:	19984-0011
NAME OF SUBMITTER:	/Joel Hurwitz/
Signature:	/Joel Hurwitz/
Date:	09/08/2009
Total Attachments: 12 source=SECURITY AGREEMENT#page1.ti source=SECURITY AGREEMENT#page2.ti source=SECURITY AGREEMENT#page3.ti source=SECURITY AGREEMENT#page4.ti source=SECURITY AGREEMENT#page6.ti source=SECURITY AGREEMENT#page6.ti source=SECURITY AGREEMENT#page8.ti source=SECURITY AGREEMENT#page9.ti source=SECURITY AGREEMENT#page10. source=SECURITY AGREEMENT#page11.	if if if if if if if if if if

RightFax 9/11/2009 3:33 PAGE 005/022 Fax Server

USPTO

10/9/2008 2:41:37 PM PAGE 4/005 Fax Server

TO:SUSAN MAHON COMPANY:120 SOUTH RIVERSIDE PLAZA

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1		10/09/2008 900118051			
SUBMISSION TYPE:	E NEW ASSIGNMENT				
NATURE OF CONVEYANO	YANCE: CONDITIONAL ASSIGNMENT				
CONVEYING PARTY DATA	A		· · · · · · · · · · · · · · · · · · ·		
Name		Formerly	Execution Date	Entity Type	
Stir Crazy, Inc.			09/20/2008	CORPORATION:	
RECEIVING PARTY DATA			4.02.00.00	edata de la companya	
Name: LaS	alle Bank N.A				
Also Known As: AK/	A Bank of Ame	rica			
Street Address: 231	South LaSalle	Street			
City: Chi	cago				
State/Country: ILLI	NOIS				
Postal Code: 606	60607				
Entity Type: CO	RPORATION:				
PROPERTY NUMBERS TO	otal: 3		Word Mark		
Property Type					
Registration Number:	2490670	THE FRESHEST IDEA IN A	ASIAN CUISINE		
Registration Number:	2190838	STIR CRAZY		u	
Registration Number:	3461423	STIR CRAZY	STIR CRAZY		
CORRESPONDENCE DAT	Α				
Fax Number:	(312)876-626	iO			
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.					
Phone: 312.876.6917					
Email: simahon@amstein.com					
Correspondent Name: Susan Mahon Address Line 1: 120 South Riverside Plaza					
Address Line 2: 120 South Riverside Plaza					
Address Line 4: Chicago, ILLINOIS 60606					
ATTORNEY DOCKET NUMBER: 19984-0011		19984-0011			
NAME OF SUBMITTER: Susan Mahon					

RightFax 9/11/2009 3:33 PAGE 006/022 Fax Server

USPTO

10/8/2008 2:41:37 PM PAGE 5/005 Fax Server

TO:SUSAN MAHON COMPANY:120 SOUTH RIVERSIDE PLAZA

Signature:	/susan mahon/
Date:	10/09/2008
Total Attachments: 12 source=4471_001#page1.tif source=4471_001#page2.tif source=4471_001#page3.tif source=4471_001#page4.tif source=4471_001#page5.tif source=4471_001#page6.tif source=4471_001#page7.tif source=4471_001#page8.tif source=4471_001#page8.tif source=4471_001#page8.tif source=4471_001#page9.tif source=4471_001#page10.tif source=4471_001#page11.tif	

RightFax 9/11/2009 3:33 PAGE 011/022 Fax Server

USPTO

9/11/2009 10:25:18 AM

5/016

DAGE

Fax Server

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA

EXECUTION COPY

SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND TRADEMAMES

THIS SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND TRADE NAMES (this "Agreement") is made and entered into as of the 26th day of September, 2007, by and among STR CRAZY PARTNERS, LLC, a Delaware limited liability company ("SCP") and STR CRAZY, INC., a Delaware corporation ("SCI") (SCP and SCI coffectively and singly herein, together with each entity's respective successors and assigns, the "Debtor") and LASALLE BANK NATIONAL ASSOCIATION, having an office at 135 South LaSafte Street, Chicago, (Kinols 60903 ("Lender").

RECITAL S

WHEREAS, the Lender is making revolving loans to STIR CRAZY RESTAURANTS, LLC, a Delaware limited liability company ("Rastaurants"), STIR CRAZY CPERATIONS, LLC, a Delaware limited liability company ("Operations"), STIR CRAZY CAFE - BOCA RATON, LLC, a Florida limited liability company ("Boca"), STIR CRAZY CAFE - CANTERA, LLC, an Minois limited liability company ("Cantera"), STIR CRAZY CAFE - CREVE COEUR, LLC, a Delaware limited liability company ("Greet Lakes"), STIR CRAZY CAFE - LEGACY VILLAGE, LLC, a Delaware limited liability company ("Greet Lakes"), STIR CRAZY CAFE - NORTHBROOK, LLC, a Delaware limited liability company ("Northbrook"), STIR CRAZY CAFE - OAKBROOK, LLC, a Delaware limited liability company ("Oakbrook"), STIR CRAZY CAFE - WEST NYACK, LLC, a Delaware limited liability company ("West Nyack"), STIR CRAZY CAFE - WOODFIELD, LLC, a Delaware limited liability company ("West Nyack"), STIR CRAZY CAFE - WOODFIELD, LLC, a Delaware limited liability company ("West Nyack"), STIR CRAZY CAFE - WOODFIELD, LLC, a Delaware limited liability company ("West Nyack"), STIR CRAZY CAFE - WOODFIELD, LLC, a Delaware limited liability company ("West Nyack"), STIR CRAZY CAFE - WOODFIELD, LLC, a Delaware limited liability company ("West Nyack"), STIR CRAZY CAFE - WOODFIELD, LLC, a Delaware limited liability company ("West Nyack"), STIR CRAZY CAFE - WOODFIELD, LLC, a Delaware limited liability company ("West Nyack"), STIR CRAZY CAFE - WOODFIELD, LLC, a Delaware limited liability company ("West Nyack"), STIR CRAZY CAFE - WOODFIELD, LLC, a Delaware limited liability company ("West Nyack"), STIR CRAZY CAFE - WOODFIELD, LLC, a Delaware limited liability company ("West Nyack and West Insert and Secion Secured Credil Agreement deled as of September 26, 2007 among the Borrowers and the Lender has agreed on certain terms and subject to certain conditions, to make secured loans to the Borrowers; and

VHEREAS, the Debtor has delivered to the Lender an Unconditional Secured Guaranty of even date herswith guaranteeing to the Lender the payment and performance of all the Borrowers' Liabilities (as defined in such Guaranty) and Obligations, (as the same may be amended, restated or modified from time to time, the "Guaranty"); and

WHEREAS, the Credit Agreement provides, among other things, for the execution and delivery of a Security Agreement and Financing Statement in the form of this Agreement;

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), Ten and Nor100 Dollers (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

 QEFINITIONS. Capitalized terms not otherwise defined herein shall have the meaning herein which is stated in the Credit Agreement. As used herein, the following terms shall have the meanings indicated:

RightFax

9/11/2009 10:25:18 AM PAGE 6/016 Fax Server

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA

"Agreement" shall mean this Security Agreement, Collateral Assignment of Patents, Tradements and Tradements, together with any and all amendments, modifications and supplements hereto and any and all exhibits and schedules attached hareto or thereto.

"Debtor" shall have the meaning sel forth in the first paragraph.

"<u>Business Day</u>" means any day of the year on which Lender is open for regular banking business in Chicago, Illinois.

"Credit Agreement" shall have the meaning set forth in the Recitals.

"Event of Default" shall mean the occurrence of any one of the following:

- (a) Failure of Oeblor to comply with, or to cause any Subsidiary to comply with, any material provision of this Agreement and continuance of such failure for thirty (30) days after notice thereof from Lender;
- (b) The occurrence of a "Default" (as such term is defined therein) under the Credit Agreement or any other Loan Document.

"Lender" shall mean LaSalle Bank National Association, its successors and assigns.

"Loan" shall have the meaning set forth in the Recitals.

"Patents" shall have the meaning set forth in Section 2.1(b) hereof.

"Trademarks" shall have the meaning set forth in Section 2.1(a) hereof,

2. GRANT OF SECURITY INTEREST.

- 2.1 Patents and Trademarks. To secure the complete and timely satisfaction of all the Obligations, Debtor hereby grants, assigns, pledges and conveys to the Lender a continuing security interest in and to all of its now owned, existing or filed and hereafter acquired, arising or filed:
- (a) trademarks, trademarks, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers, all registrations and recordings thereof, and applications connected therewith, including, without limitation, those listed on <u>Exhibit A</u> attached hereto and made a part hereof, all renewals of any of the foregoing, all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, and the goodwill of Debtor's business which the foregoing represents (collectively, the "Trademarks").
- (b) petents, all registrations and recordings thereof, and applications and documents related thereto, including without limitation, those listed on <u>Exhibit B</u> attached hereto and made a part hereof, all renewals of any of the foregoing, all income, royalties, damages, payments, claims, now or hereafter due and or payable, or arising with respect to any of the foregoing, and the goodwill of Deblor's business which the foregoing represents (collectively, the "<u>Patents</u>").

- 2 -

1173391 3.D/X*

9/11/2009 10:25:18 AM

PAGE 7/016

Fax Server

Fax Server

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA

- 2.2 Restrictions on Future Agreements. Debtor agrees that, until the Obligations shall have been paid in full, Debtor will not, without the Lender's prior written consent (which shall not be unreasonably withheld) enter into any agreement, including, without limitation, a license agreement, which is inconsistent with the obligations of Debtor under this Agreement; provided, however, that the Debtor may enter into any such license agreement with any Subsidiary or Affiliate and may enter into license agreements with third parties in the ordinary course of business.
- New Trademarks and Patents. Debtor represents and warrants that the Trademarks listed on Exhibit A and the Patents listed on Exhibit B constitute all of the Trademarks and Patents now owned by Debtor which are registered or for which applications have been made. If, before the Obligations shall have been paid in full, Debtor or any Subsidiary shall (i) obtain any new Trademarks or Patents or rights thereto, or (ii) become entitled to the benefit of any Trademark or Patient, Debtor shall give to the Lender prompt written notice thereof. Debtor hereby authorizes the Lender to modify this Agreement by amending any or all of Exhibit A or Exhibit B, as applicable, to include any such Trademarks or Patents. in the event that a Subsidiary shall, before the Obligations have been paid in full, (i) obtain any new Trademarks, or rights thereto, or (ii) become entitled to the benefit of any Trademarks and Patents, Debtor shall cause such Subsidiary to (a) execute a copy of this Agreement as an additional Debtor and to assign a security interest in and to all of such Trademarks and Patents to Lender, or (b) assign all of its right, title and interest in and to all of such Trademerks and Patents to Debtor, whereupon such Trademarks and Patents shall be subject to the terms of this Agreement.
- 2.4 <u>Term.</u> The term of this Agreement and the assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks and Patents subject to a security interest hereunder, or (ii) the payment in full of the Obligations and the termination of all Commitments.
- 2.5 <u>Use of Patents and Trademarks by Oelston</u>. Debtor shall not self or assign its interest in, or grant any sublicense under the Trademarks and Patents (except as otherwise provided in <u>Section 2.2</u> and licenses to customers and suppliers in the ordinary course of business), without the prior written consent of the Lender. From and after the occurrence of any Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted any jurisdiction with laws applicable to the Patents and Trademarks.
- 2.6 Releases. Upon irrevocable payment in full of the Obligations, the Lender shall execute and deliver to or at the written direction of Debtor all assignments, releases and other instruments as may be necessary or proper to terminate Lender's security interest in the Patents and Trademarks.
- 2.7 <u>Duties of Debtor.</u> Debtor shall, and shall cause its Subsidiaries, to, (i) tree commercially reasonable efforts prosecute diligently any Trademark and Patent application pending as of the date hereof or hereafter until the Obligations shall have been peld in full, (ii) use commercially reasonable efforts to make application on Trademarks, as appropriate, and (iii) use commercially reasonable efforts to preserve and maintain all rights in the Trademarks and Patents; provided, however, that the Debtor may abandon, discontinue use or otherwise not preserve or protect any Trademark or Patent which is no longer used or useful in the Debtor's

-3-

1177394_3.000

9/11/2009 10:25:18 AM PAGE 8/016 Fax Server

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA

business. Any expenses incurred in connection with such applications shall be borne by Debtor.

- 2.8 No Duties of Lender. Both prior to and after an Event of Default, Lender shall have no duly to and shall not in any manner be responsible for, taking any action to maintain or protect the Patents and Trademarks.
- 2.9 The Lender's Right to Sue. Upon and efter an occurrence of an Event of Default and white such Event of Default is continuing, the Lender shall, if Debtor reluses to bring a requested action, have the right (at its sole cost and expense), but shall in no way be obligated, to bring suft in its own name to enforce the Trademarks and Patents and, if the Lender shall commence any such suft, Debtor shall, at the request of the Lender, do any and all tawkit acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement.
- 2.10 <u>Additional Documents</u>. The Debtor shall, at its sole cost and expense, execute such additional documents as Lender reasonably believes necessary to enable Lender to perfect its security interest in the Trademarks and Patents and to enable Lender to record this Agreement where such recording is customarily performed to provide perfection or notice of this Agreement.
- 2.11. <u>Deliveries of Debtor</u>. Debtor will deliver to the Lender, upon request of the Lender, evidence that appropriate flings have been made to perfect the security interest granted hereby, including, without limitation, flings with the United States Government Patent and Trademark Office, and any similar domestic or foreign office, department or agency, and in form and substance reasonably satisfactory to the Lender.
 - 3. <u>DEFAULT.</u>
 - 3.1 <u>Remedies</u>. Upon and wher the occurrence of an Event of Default:
 - (a) The Lender, in its sole and absolute discretion, may:
 - (i) exercise with respect to the Trademarks any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant state or states and any other applicable law upon default by a debtor; and
 - (ii) selt or otherwise dispose, including, without limitation, by the granting of licenses, of any of the Trademarks and Patents at public or private sale for cash or credit; provided, however, that Debtor shall be credited with the net proceeds of such sale or disposition only as and when such proceeds are actually received by the Lender; provided, however, that Lender shall use commercially reasonable efforts to collect such proceeds.
- (b) Debtor recognizes that in the event Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, no remedy at law will provide adequate relief to the Lender, and Debtor agrees that the Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

-4-

H73394_34XXC

9/11/2009 10:25:18 AM PAGE 9/016 Fax Server

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA

- (c) Any notice required to be given by the Lender of a sale, lease, or other disposition of the Trademarks and Patents, or any other intended action by the Lender, deposited in the United States mail, postage prepaid and duly addressed to Debtor at its address specified in Section 4.6 hereof (or such other address as provided by Debtor to Lender in writing) not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Debtor thereof.
- (d) The Lender shall have the right from time to time, in its sole and absolute discretion, to take control, in any manner, of any item of payment for or proceeds of the Trademarks or Patents.
- (e) The Lender may, if the Lender deems it reasonable, postpone or adjourn any sale of the Trademarks or Patents, or any part thereof, from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, as the case may be, without being required to give a new notice of sale. Debtor agrees that the Lender has no obligations to preserve rights against prior parties to the Trademarks and Patents.
- (f) All cash proceeds received by the Lender in respect of any sale of collection from, or other realization upon all or any part of the Trademarks and Petents may, in the discretion of the Lender, be held by the Lender as collected for, and/or then or at any time thereafter applied (after payment of any reasonable amounts payable to the Lender for costs of selling the Trademarks and Patents) in whole or in part by the Lender for the benefit of the Lender against all or any part of the Obligations in such order as the Lender shall elect. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive such surplus, and any deficiency remaining after application of such cash or cash proceeds to the Obligations shall continue to be an Obligation, for which Debtor remains liable.
- (g) Debtor hereby agrees that the use by Lender of the Trademarks and Patents as authorized hereunder after the occurrence of an Event of Default in connection with the exercise of its remedies shall be without any liability for royalties or other related charges from Lender to Debtor.
- (h) Debtor further agrees that upon the occurrence of and during an Event of Default, Debtor shall upon Lender's request deliver to Lender an assignment of Debtor's rights to and in the Patents and Trademarks in a form and substance reasonably acceptable to Lender.
- 3.2 Wavers by Debtor. Except as otherwise provided for in this Agreement, Debtor waives (i) any bond or security which might be required by any court prior to allowing the Lender to exercise any of the Lender's remedies, and the (ii) benefit of all valuation, appraisal and exemption laws.
- 3.3 <u>Cumulative Remedies.</u> All of the Lender's rights and remedies with respect to the Trademarks and Patents, whether established hereby or by any of the other Loan Documents or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

- 5 -

HTSHM_LEXXX

9/11/2009 10:25:18 AM

PAGE 10/016

Fax Server

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA

4. MISCELLANEOUS.

- 4.1 <u>Walvers</u>: No course of desting between Debtor and the Lender, nor any feiture to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder proclude any other or further exercise thereof or the exercise of any other right, power or privilege,
- 4.2 <u>Severability</u>. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such it walldity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 4.3 <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in <u>Section 2.3</u> hereof or by a writing signed by the parties hereto.
- 4.4 Binding Effect; Benefits. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of the Lender, its successors and assigns. Except as otherwise provided herein, the Trademarks subject to a security interest under this Agreement may not be assigned by Debtor to a third party, except by permission of the Lender (which Lender may withhold in its reasonable discretion), in which event this Agreement shall be binding upon Debtor's assigns.
- 4.5 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 4.6 <u>Notices</u>. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever either of the parties desires to give or serve upon the other communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered and deemed received as provided in the Credit Agreement.
- 4.7 <u>Joint and Several</u>. The obligations of Debtor hereunder shall be joint and several.
- 4.8 <u>Headings</u>. The section titles and headings in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are for convenience of reference only.
- 4.9 Gender. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, terminine and the neuter gender shall include the masculine, the feminine and the neuter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

-6-

1173394_3.00C

9/11/2009 3:33

PAGE 017/022

Fax Server

USPTO

PAGE 11/016 Fax Server 9/11/2009 10:25:18 AM

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA

IN WITNESS WHEREOF, this Security Agreement. Collateral Assignment of Palents, Trademarks and Trademarks has been executed as of the date first above written.

DEBTOR

STIR CRAZE PARTNERS, LLC

LABALLE BANK NATIONAL ASSOCIATION

1173394_33000

Fax Server

USPTO

9/11/2009 10:25:18 AM PAGE 12/016 Fax Server

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA

> IN WITNESS WHEREOF, this Security Agreement, Collateral Assignment of Patents, Trademarks and Tradenames has been executed as of the date first above written.

DEBTOR:

STIR CRAZY PARENERS, LLC
a Dalaware limites liability company
1 4 1/1 10
By: /W/ //// //
Printed plams: Wednes Was 150
Title: CPD
STIR CRAZY JNG.
a Delawager Copporation
a College Colton strui
11111
The Mark of the second of the
by. 7 11
Printed Name: Helbert Mary (sm
Nae: COO / V
. /
· /
LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: _____ Printed Name: Title;

1223300_343030

9/11/2009 3:33 PAGE 019/022

Fax Server

USPTO

9/11/2009 10:25:18 AM

PAGE 13/016 Fax Server

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA

COUNTY OF COOK SS.

i. Cantal trib Notary Public in and for said County, in the State aforesaid, do hereby that Reliant. Hours Personally known to the to be the (LPD) of of the Cropy little of Pelacore trained training Model have a subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes and in the capacity therein set forth.

GIVEN under my hand and Notarial Seal this Wen day of September, 2008.

Hotary Public

My commission expires: (Hilber 30 201)

STATE OF THIN 615 SS.

OPPICIAL NEAL
SUMMY THORNE
MOTARY PUBLIC, STATE OF RLINCIS
MY COLAMISSION EXPIRES 10/22/11

I Discontinuo Notary Public in and for said County, in the State aforesaid, do hereby certify that Interior a Discontinuous literature a Discontinuous literature in the foliation in the continuous literature is the foliation of the foliation in the continuous literature in the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes and in the capacity therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of September, 2008.

My commission expires (PMON 22 2011

OFFICIAL SEAL BLINNY THORNE MOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10(22/11

1173394_3.0000

9/11/2009 10:25:18 AM PAGE 14/016 Fax Server

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA

STATE OF ILLINOIS)
COUNTY OF CON) \$\$. }

Lactor Melan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that michals Meneral personally known to me to be the SAP of LASALLE BANK NATIONAL ASSOCIATION, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes and the capacity therein set forth.

GIVEN under my hand and Notarial Seel this 20th day of September, 2008,

Size of Wales

My commission expires: 8-3-to

1173391 3 LXX.

RightFax 9/11/2009 3:33 PAGE 021/022 Fax Server

USPTO 9/11/2009 10:25:18 AM PAGE 15/016

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA

EXHIBIT A

<u>Trademarks</u>

Holder	Registered Trademark	Registration Number	Date Registered
Stir Crazy, Inc.	"The Freshest Idea In Asian Cuisine"	2,490, 670	September 18, 2801
Stir Crazy, Inc. and/or Stir Crazy Partners, LLC	"Stir Crazy"	2,190,838	September 22, 1998
Sife Crazy Partners, LLC		3,461,423 .	

- 10 -

113724 3 1040

Fax Server

RightFax 9/11/2009 3:33 PAGE 022/022 Fax Server

USPTO 9/11/2009 10:25:18 AM PAGE 16/016 Fax Server

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA

EXHIBIT B

Patents

None.

-11-

1173391 3 DOC

RightFax 9/11/2009 3:33 PAGE 003/022 Fax Server

USPTO

10/9/2008 2:41:37 PM PAGE 2/005 Fax Server

TO:SUSAN MAHON COMPANY:120 SOUTH RIVERSIDE PLAZA



United States Patent and Trademark Office

Under Secretary of Commerce for intellectual Property and Director of the United States Patent and Trademark Office



900118051A

OCTOBER 09, 2008

PTAS

SUSAN MAHON 120 SOUTH RIVERSIDE PLAZA SUITE 1200 CHICAGO, IL 60606

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/09/2008 REEL/

REEL/FRAME: 003867/0745

NUMBER OF PAGES: 14

BRIEF: CONDITIONAL ASSIGNMENT DOCKET NUMBER: 19984-0011

ASSIGNOR:

STIR CRAZY, INC.

DOC DATE: 09/20/2008

CITIZENSHIP:

ENTITY: CORPORATION

ASSIGNEE:

LASALLE BANK N.A. AKA BANK OF AMERICA 231 SOUTH LASALLE STREET CHICAGO, ILLINOIS 60607 CITIZENSHIP:

ENTITY: CORPORATION

APPLICATION NUMBER: 76131603 FILING DATE: 09/20/2000 REGISTRATION NUMBER: 2490670 ISSUE DATE: 09/18/2001

MARK: THE FRESHEST IDEA IN ASIAN CUISINE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

P.O. Box 1450, Alexandrie, Virginia 22313-1450 - www.uspro.cov

RightFax 9/11/2009 3:33 PAGE 004/022 Fax Server

USPTO 10/9/2008 2:41:37 PM PAGE 3/005 Fax Server

TO:SUSAN MAHON COMPANY:120 SOUTH RIVERSIDE PLAZA

003867/0745 PAGE 2

APPLICATION NUMBER: 75337896 FILING DATE: 08/08/1997 REGISTRATION NUMBER: 2190838 FILING DATE: 09/22/1998

MARK: STIR CRAZY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 77322380 FILING DATE: 11/06/2007 REGISTRATION NUMBER: 3461423 ISSUE DATE: 07/08/2008

MARK: STIR CRAZY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

TRADEMARK REEL: 004060 FRAME: 0538

9/11/2009 3:33 PAGE 008/022 RightFax Fax Server

USPTO

9/11/2009 10:25:18 AM

PAGE

Fax Server

TO: JOEL HURWITZ COMPANY: 120 S. RIVERSIDE PLAZA



UNITED STATES PATENT AND TRADEMARK OFFICE

Under Secretary of Commerce for Intellectual Property and DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



2/016

SEPTEMBER 10, 2009

PTAS

JOEL HURWITZ 120 S. RIVERSIDE PLAZA **SUITE 1200** CHICAGO, IL 60606

> UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900142751

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.

1. OLD COVER SHEET MUST BE PROVIDED.

KIMBERLY WHITE, EXAMINER ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

RECORDED: 09/11/2009

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.userto.cov